

THE HONORABLE JAMAL N. WHITEHEAD

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FIFER SUPPORT SERVICES, LLC dba  
196<sup>th</sup> ST. SW AM/PM, a Washington for  
profit business,

Plaintiffs,

vs.

LYNDON SOUTHERN INSURANCE  
COMPANY, a foreign corporation doing  
business in Washington,

Defendant

No. 2:23-cv-01260-JNW

**STIPULATED MOTION AND ORDER  
TO EXTEND DISPOSITIVE MOTION  
DEADLINE BY 30 DAYS**

**NOTE ON MOTION CALENDAR:  
DECEMBER 6, 2024**

**I. STIPULATED MOTION**

The parties, by and through their undersigned counsel of record, hereby stipulate and jointly request that the Court continue the dispositive motion deadline by 30 days and amend the case schedule (Dkt. 41) pursuant to Fed. R. Civ. P. Rule 6 and LCR 10(g).

**II. LEGAL AUTHORITY**

**A. Applicable Legal Standard**

A [case] schedule may be modified only for good cause and with the judge's consent. Fed. R. Civ. P. 16(b)(4); *see also* LCR 16(b)(6) ("A schedule may be modified only for good cause and with the judge's consent."). The decision to modify a scheduling order is within the

1 broad discretion of the district court. *See Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604,  
 2 607 (9th Cir. 1992).

3 **B. Good Cause Exists to Extend the Dispositive Motion Deadline**

4 Good cause exists for a continuance in this matter. The Parties have been, and continue  
 5 to engage in, potential resolution of this matter. On November 21, 2024, the parties engaged in  
 6 mediation, and have been engaged in ongoing, productive settlement discussions. Plaintiff has  
 7 requested that, to continue to facilitate these discussions, Lyndon strike its Motion for Summary  
 8 Judgment. Lyndon is willing to do so to facilitate potential resolution, but for the December 8,  
 9 2024 dispositive motion deadline. Dkt. 41. The parties have conferred and agree that an extension  
 10 of this deadline by 30 days would allow the parties to continue its settlement discussions. Upon  
 11 entry of this extension, Lyndon will strike its Motion for Summary Judgment, relieving Plaintiff  
 12 of its obligation to respond by December 11<sup>th</sup>.

13 DATED this 6<sup>th</sup> day of December, 2024.

14 **LEVY | VON BECK | COMSTOCK | P.S.**

15 /s/ Jennifer Tait Solseng

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**III. ORDER**

The Court having reviewed the above Stipulated Motion, hereby ORDERS that the Dispositive Motion deadline is extended 30 days to January 8, 2025.

DATED this 9th day of December, 2024.



Jamal N. Whitehead  
United States District Judge

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under the penalty of perjury under the laws of the United States of America that on this date I caused to be served in the manner noted below a true and correct copy of the foregoing on the parties mentioned below as indicated:

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*Counsel for Plaintiff Fifer Support Services, LLC*

**By:** ☐ **First Class Mail** ☒ **ECF/Email** ☐ **Legal Messenger**

Dated this 6th day of December 2024 at Seattle, Washington.

/s/Devon Sheehan  
Devon Sheehan | Paralegal